

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

F I L E D
SEP 14 2017

CLERK'S OFFICE
U.S. DISTRICT COURT
EASTERN MICHIGAN

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 2:17-CV-12337

v.

Hon. Denise Page Hood
Magistrate R. Steven Whalen

SLENEEM ENTERPRISES, LLC
d/b/a TIM HORTON'S CAFE & BAKE
SHOP,

Defendant.

_____ /

CONSENT DECREE

The Equal Employment Opportunity Commission commenced this action on July 18, 2017, alleging that Defendant Sleneem Enterprises, LLC, d/b/a Tim Horton's Cafe & Bake Shop ("Sleneem"), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 ("Title VII") when it denied Amanda Corley the requested religious accommodation of wearing a skirt instead of employee uniform pants, and terminated her for wearing a skirt despite her religious beliefs against wearing pants.

The Commission and Sleneem agree that this action should be resolved by entry of this Consent Decree. This Consent Decree shall be a final and binding settlement in full disposition of the claims arising out of the complaint filed by the Commission in Case No. 2:17-cv-12337 on behalf of Corley.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: 1) the Court has jurisdiction over the parties and the subject matter of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and 3) this Consent Decree resolves only the matters in controversy between the parties as provided in the paragraphs below.

Therefore, it is hereby ORDERED, ADJUDGED AND DECREED:

NON-DISCRIMINATION AND NON-RETALIATION

1. Sleneem and its officers, agents, employees and successors (a) are enjoined from discriminating against any employee on the basis of religion (b) shall not engage in differential treatment of any employee based solely on his/her religion, and (c) shall make all reasonable attempts to accommodate any request for religious accommodation.
2. Sleneem and its officers, agents, employees, and successors are enjoined from retaliating against any employee who requests a religious accommodation.

3. Sleneem and its officers, agents, employees, and successors are enjoined from retaliating against any person for their opposition of a practice deemed unlawful under Title VII or because of the filing of a charge of discrimination, the giving of testimony, assistance or participation in any manner in an investigation, proceeding or hearing under Title VII.

MONETARY RELIEF

4. Sleneem shall pay monetary compensation to Amanda Corley in the form of back pay in the amount of \$8,669.44, subject to applicable withholdings. Sleneem shall not deduct from the back pay amount the employer's share of any costs, taxes or social security required by law to be paid by the employer. Sleneem shall pay Corley non-pecuniary compensatory damages in the amount of \$10,000.00, and punitive damages in the amount of \$3,830.56. Sleneem shall not deduct any amounts from the payment of compensatory or punitive damages. An IRS Form 1099 shall be issued for compensatory and punitive damages.
5. The payment(s) to Corley shall be mailed directly to her home address by certified mail within thirty (30) days after this Consent Decree has been entered by the Court. Within fourteen (14) days of the payment(s), Sleneem shall send photocopies of the check(s) and certified mail receipt(s) to the attention of the Regional Attorney, c/o Miles Uhlar, Trial

Attorney, 477 Michigan Avenue, Room 865, Detroit, MI 48226.

TRAINING

6. Once a year for 3 years from the effective date of this Decree, Sleneem shall retain an outside consultant to train all managers and shift supervisors on all forms of discrimination prohibited by Title VII of the Civil Rights Act, with an emphasis on religious discrimination and the obligation to provide religious accommodations. The first training session shall occur within 60 days of the date this Decree is entered by the Court. Each subsequent training session shall occur on an annual basis thereafter.
7. Each training session shall be conducted live. All attendees shall register when they attend training. Sleneem shall retain all training registries for the duration of this Decree. Within thirty (30) days following each training session, Sleneem shall submit to the Commission's Regional Attorney at the address listed above a formal letter confirming that training has taken place and attach a copy of the training registry.

REPORTING

8. During the term of this decree, within thirty (30) days of receiving any request for a religious accommodation, Sleneem shall notify the Commission of such request using the address above and provide the

following information: 1) employee's name, job title, address and phone number; 2) the location where the employee is/was employed; 3) the nature of the accommodation requested; 4) the outcome of the request and reasons for denial (if applicable); and 5) whether the employee was discharged and, if so, the date of discharge.

NOTICE POSTING

9. Sleneem shall post the Notice attached as Appendix A in all its store locations in a conspicuous place where employee notices are posted. This Notice shall remain posted in all Sleneem store locations throughout the term of this Decree. If the Notice becomes defaced, marred, or otherwise unreadable, Sleneem shall post a readable copy of the Notice in the same manner as soon as practicable.

DURATION

10. The provisions of this decree shall remain in full force and effect for three (3) years following entry by the Court.

DISPUTE RESOLUTION AND COMPLIANCE

11. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce any and all parts of this Decree. Upon motion of the EEOC, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall

engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance. Fifteen (15) business days shall be adequate notice for depositions, and responses to written discovery shall be due within fifteen (15) business days of receipt of the same.

MISCELLANEOUS

12. Each party shall bear its own costs and fees incurred as a result of this litigation.
13. If any provision(s) of this Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
14. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Sleneem.
15. Sleneem shall provide prior written notice to any potential purchaser of Sleneem's business, or any purchaser of all or a portion of Sleneem's assets, or to any other potential successor, of this lawsuit, the allegations

contained therein, and this Consent Decree.

16. This Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by the Commission and Sleneem.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

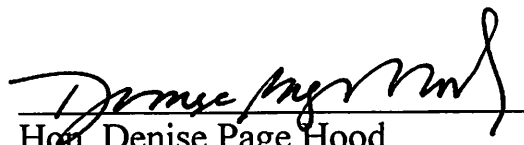
SENEEM ENTERPRISES, LLC.

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IT IS SO ORDERED:

SEP 14 2017
Dated


Hon. Denise Page Hood
United States District Judge

APPENDIX A

NOTICE

This Notice is being posted to inform you of your rights guaranteed under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e *et seq.* Title VII prohibits discrimination in the workplace based on race, color, religion, sex, or national origin. Title VII also requires an employer to provide reasonable religious accommodations to employees.

The U.S. Equal Employment Opportunity Commission (“EEOC”) is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of Title VII. Any employee who believes that he/she is the victim of discrimination or harassment has the legal right to file a charge of discrimination with the EEOC. You may contact the EEOC at 800-669-4000. Sleneem Enterprises, LLC, d/b/a Tim Horton’s Cafe & Bake Shop, supports and will comply with this federal law in all respects and will not take any action against any applicant or employee because they have exercised their rights under this law.

Date

Sleneem Enterprises, LLC, d/b/a Tim Horton’s Cafe & Bake Shop